Frauds, Statute of—Printed Name as Sufficient Signing.—In Pearlberg *v.* Levisohn, 182 N. Y. S. 615, the Supreme Court of New York held that the printed name of the seller on his orderblanks, if adopted by him as his signature, is sufficient signing of the memorandum to comply with the statute of frauds.

The court said in part: "The memorandum does not contain any signature of the defendants, either in ink or pencil; but the printed firm name appears at the top of it, and it is contended by defendants that this is not a signing within the meaning of the statute. The statute does not specify any particular form of signing. It merely requires that the party to be charged shall have signed the memorandum. It has been held that a cross mark is a good signature (Zacharie *v.* Franklin, 12 Pet. 151, 161-162, 9 L. Ed. 1035); also initials (Berry *v.* Combe, 1 Pet. 640, 7 L. Ed. 295; Salmon Falls Mfg. Co. *v.* Goddard, 14 How. 446, 14 L. Ed. 493); even numerals, when used with the intention of constituting a signature (Brown *v.* Butchers' & Drovers' Bank, 6 Hill, 443, 41 Am. Dec. 755); and a typewritten name or imprint made by a rubber stamp has the same effect (Landeker *v.* Co-operative Bldg. Bank, 71 Misc. Rep. 517, 130 N. Y. Supp. 780; Degginger *v.* Martin, 48 Wash. 1, 4, 92 Pac. 674); and this is equally true, though the typewriting or stamp impression be made by another, if the person to be charged has directed it (Deep River National Bank's Appeal, 73 Conn. 341, 346, 47 Atl. 675).

"These and similar cases establish the rule that any name or symbol used by a party with the intention of constituting it his signature, or which is adopted by the party as his signature, is sufficient; and from this it necessarily follows that the party's name printed on the memorandum fully satisfies the statute, if it is shown to have been adopted by him as his signature. This has been the law in England for more than a century, and has been followed quite generally in this country. Saunderson *v.* Jackson, 3 Esp. 180; Schneider *v.* Norris, 2 M. & S. 286; Evans *v.* Hoare, 1 Q. B. 593, 596; Hucklesby *v.* Hook, 82 L. T. N. S. 117; Cohen *v.* Wolgel, 107 Misc. Rep. 505, 176 N. Y. Supp. 764; Drury *v.* Young, 58 Md. 546, 553, 554, 42 Am. Rep. 343. See other cases in note, 37 L. R. A. (N. S.) 352. It has even been held that the name of a party printed on the loose cover of his order book is sufficient. Jones Brothers *v.* Joyner, 82 L. T. N. S. 768. There is nothing in conflict with this holding in James *v.* Patten, 6 N. Y. 9, 55 Am. Dec. 376, and similar cases, for they only decide that under a statute requiring the memorandum to be "subscribed" there had to be a manual signing of it at the end. But even these cases, so far as they say there must be a signature made by hand, have been seriously questioned. Landeker *v.* Co-operative Bldg. Bank, 71 Misc. Rep. 517, 130 N. Y. Supp. 780."